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UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

TERRY SAIDEL and CAMILLE JACKSON,  
 individually and on behalf of all others similarly  
 situated,

Plaintiffs,

vs.

CBS RADIO, INC., a Delaware corporation and  
 DOES 1 through 10, inclusive,

Defendants.

) Case No.: CV 07-02948-SC  
 )  
 ) CLASS ACTION  
 )  
 ) **[PROPOSED] ORDER ON FINAL**  
 ) **APPROVAL OF CLASS ACTION**  
 ) **SETTLEMENT, JUDGMENT AND**  
 ) **DISMISSAL**  
 )  
 )  
 ) Date: December 5, 2008  
 ) Time: 10:00 a.m.  
 ) Courtroom: One  
 ) Hon. Samuel L. Conti  
 )  
 ) Complaint Filed: May 3, 2007  
 ) Trial Date: None set  
 )

1 This matter having come before this Court for hearing for final approval of the settlement set  
2 forth in the Joint Stipulation of Settlement and Release ("Settlement Agreement") pursuant to the  
3 Order of Preliminary Approval entered August 15, 2008, and due and adequate notice to the Class  
4 having been given as required in said Order, and the Court having considered all papers filed and  
5 proceedings had herein and otherwise being fully informed of the premises and good cause appearing  
6 therefor, it is ORDERED, ADJUDGED AND DECREED THAT:

7 1. The Court finds that the Settlement Agreement was entered into in good faith and that it  
8 constitutes a fair, reasonable and adequate compromise between the Parties.

9 2. The Court finally certifies the proposed Class for the purposes of this settlement  
10 pursuant to F. R. Civ. P. 23, and confirms the appointment of Plaintiffs' counsel as Class Counsel, in  
11 conformance with this Court's Order of conditional certification.

12 3. If this Order and Judgment do not become final and effective in accord with the terms  
13 of the Settlement Agreement, then this Judgment and all orders entered in connection therewith shall  
14 be deemed null and void and shall be vacated.

15 4. This Court has jurisdiction over the subject matter of this case and over all Parties to  
16 this litigation.

17 5. Distribution of the Notice of Class Action Settlement ("Notice") to members of the  
18 Class as described in the Settlement Agreement and as ordered by the Court, has been completed in  
19 conformity with the Order of Preliminary Approval of Class Action Settlement filed August 25, 2008.  
20 Such individual Notice was mailed to all members of the Class who could be identified through  
21 reasonable effort, and was the best notice practicable under the circumstances. This Notice provided  
22 due and adequate notice of the proceedings and of the matters set forth therein, including the proposed  
23 terms set forth in the Settlement Agreement, to all persons entitled to such Notice. The Notice fully  
24 satisfied the requirements of due process as to the settlement. No member of the Class of 1,023  
25 persons objected to the settlement and only (2) members of the Class requested to be excluded from  
26 the settlement in a timely manner.

27 6. For purposes of the Settlement Agreement and this Judgment, a "Class Member" is  
28 finally defined as follows:

1 All CURRENT and FORMER EMPLOYEES of CBS RADIO INC., who were  
2 employed as ACCOUNT EXECUTIVES in the State of California at any time from  
3 May 3, 2003 through June 30, 2008.

4 7. This Court hereby approves the settlement and finds that the settlement is, in all  
5 respects, fair, adequate and reasonable, and directs the Parties to effectuate the settlement according to  
6 its terms. The Court has considered numerous factors, including the opinions and experience of  
7 counsel; the procedural history of the case including the litigation status at the time of the settlement;  
8 the risk, expense, complexity, and likely duration of further litigation; the terms negotiated in the  
9 settlement; and the response of Class members to the notice. Accordingly, the Court hereby approves  
10 the terms of the settlement as fair, reasonable, adequate and in the best interests of the Parties and the  
11 Class.

12 8. The Court further finds that the settlement has been reached as a result of intensive,  
13 serious, and non-collusive arms length negotiations, including voluntary, non-binding mediation before  
14 an experienced mediator. The Court finds that the Parties have conducted extensive investigation,  
15 research, and discovery and that counsel for the Parties are able to reasonably evaluate the Parties'  
16 respective positions. The Court finds that settlement at this time will avoid additional substantial costs,  
17 as well as avoid the delay and risks that would be presented by the further prosecution of the Action.  
18 The Court has reviewed the monetary recovery prescribed by the Settlement Agreement and finds that  
19 the significant value to the Class of that monetary recovery constitutes a fair, reasonable, and adequate  
20 resolution of Plaintiffs' claims on behalf of the Class. On this finding, the Court approves and orders  
21 payments to be made to the Class members pursuant to the terms of the Settlement Agreement.

22 9. As of the effective date of settlement, the Released Claims of each member of the Class,  
23 pursuant to the terms of the Settlement Agreement, are and shall be deemed to be fully, finally, and  
24 conclusively released as against Defendant, CBS RADIO, INC., and each member of the Class shall be  
25 forever barred and enjoined from prosecuting the Released Claims.

26 10. The Court hereby dismisses the Litigation on the merits and with prejudice, pursuant to  
27 the terms of the Settlement Agreement, against the named Plaintiffs and all members of the Class who  
28 have not requested exclusion in favor of Defendant as to all claims asserted in this action.

1 11. Without affecting the finality of this Judgment in any way, this Court hereby retains  
2 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and  
3 all orders and judgments entered in connection therewith.

4  
5 IT IS SO ORDERED.

6  
7 Dated: December 5, 2008

